

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION**

In re:	§	Case No. 10-80278-H3-11
	§	
GALVESTON BAY BIODIESEL, LP	§	Chapter 11
	§	
Debtor	§	

**DEBTOR'S EXPEDITED MOTION TO APPROVE (I) LETTER OF INTENT AND
PURCHASER PROTECTION PROVISIONS, (II) SALE PROCEDURE
AND FORM OF NOTICE, AND (III) CERTAIN BID PROTECTIONS**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN TWENTY-ONE (21) DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

THE DEBTOR HAS REQUESTED AN EXPEDITED HEARING ON THIS MOTION.

Galveston Bay Biodiesel, LP, (“GBB”), the debtor-in-possession (the “Debtor”), files this Expedited Motion to Approve (i) Letter of Intent and Purchaser Protection Provisions, (ii) Sale Procedure and Form of Notice, and (iii) Certain Bid Protections.

Nature of the Motion

1. The Debtor has entered into a written agreement to sell substantially all of the assets and operations of the bankruptcy estate of the Debtor to 4828 PIB, LLC, a Texas limited liability company (“4828 PIB”), or to the other parties to which 4828 PIB has assigned its rights under the Asset Purchase Agreement (as defined herein) (together with 4828 PIB, such parties Expedited Motion to Approve (i) Letter of Intent and Purchaser Protection Provisions, (ii) Sale Procedure and Form of Notice, and (iii) Certain Bid Protections

are referred to herein as “4828 PIB”), free and clear of all liens, claims, interests and encumbrances under 11 U.S.C. § 363(f) for a total payment of \$1,307,425.00, which will be paid in cash, and a waiver of the right to share in any distribution as an unsecured creditor on account of claims of certain affiliated entities in the amount of \$3,298,241.65¹. The specific terms of the sale are set forth in greater detail below. The agreement between the Debtor and 4828 PIB is subject to higher and better offers. In order to induce 4828 PIB to serve as the “stalking horse” bidder in the sale process, the Debtor has agreed to, and seeks approval of the LOI (as hereinafter defined), a sale procedure and form of notice and certain bid protections as set forth below.

Jurisdiction and Venue

2. This Court has jurisdiction over this case and this matter pursuant to 28 U.S.C. §§ 1557 and 1334. This is a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2)(A) and (N). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409(a).

Background

3. On May 10, 2010 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

4. The Debtor has continued in possession of its property and has continued to operate and manage its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has yet been established.

¹ This amount assumes that the Debtor will reject the lease of Sultex, Ltd. and includes rejection damages under 11 U.S.C. § 502(b)(6).

5. GBB is a Texas limited partnership that was formed on December 9, 2005 to develop and operate biodiesel² production facilities. GCIP, LLC is the general partner, and 19 other individuals and entities have some limited partnership interest, including Standard Renewable Energy Group, LLC and Biodiesel 1, LLC, the only limited partners with more than a 7% partnership interest³.

6. The Debtor currently has 5 employees, but at its peak in 2008 it had over 30 employees. The Debtor's plant is located at 4828 Old Port Road, Galveston, Texas 77554. The Debtor leases the approximately seven (7) acres of land upon which the plant sits in Galveston from Sultex Ltd. ("Sultex"). The plant is located on the Galveston ship channel with ready access to ship, barge, rail and truck transportation.

7. The plant began operation in August 2007. From August 2007 until early summer 2008, significant modifications were made to the plant to increase its production capabilities. At the point of the beginning of production in the second week of September 2008, Hurricane Ike washed through Galveston causing about \$23.4 million in damages to the plant and business interruption claims.

8. In the summer of 2009, GBB attempted to restart the facility but numerous problems related to the hurricane and the delay caused by it severely limited the plant's capabilities.

9. The Debtor's insurance companies, Liberty Mutual Insurance Company and Ace American Insurance Company, failed to pay outstanding claims for property damage and

² See Affidavit of Rod Hayslett filed contemporaneously with this Motion for a more detailed description of the Debtor capital structure, business operations and summary of the events leading to the filing of this bankruptcy case.

³ See the List of Equity Interest Holders filed contemporaneously with this Motion for a complete list of the Debtor's equity interest holders.

business interruption caused by Hurricane Ike. As a result the Debtor has not been able to make necessary repairs to make the plant fully operational or to pay the numerous claims from vendors and suppliers incurred as result of the efforts to restore the plant after the hurricane.

10. In addition to the disruption caused by Hurricane Ike, in 2009 the Federal Government failed to issue new mandates for the use of biodiesel as required by law, and failed to extend the tax credit to blenders for the blending of biodiesel. This has severely impacted the entire biodiesel industry.

11. The combined effect of the failure of the Debtor's insurance companies to honor its Hurricane Ike insurance claims and the industry impact caused by the lack of a biodiesel mandate have made it necessary for the Debtor to file this chapter 11 bankruptcy case. The Debtor's decision to file was hastened by the receipt of a Notice of Termination and Demand for Possession (the "Termination Notice"), received on March 22, 2010 from Sultex, the Debtor's landlord. The Termination Notice alleged payment and other defaults under the lease, and gave notice that the lease would terminate on April 7, 2010. The Debtor subsequently negotiated several extensions of the termination date, the latest such extension being May 12, 2010.

Marketing Efforts

12. In April, 2010, the Debtor retained Harney Management Partners as investment banker to explore various available options for selling the Debtor's assets. Significant discussions occurred with several interested purchasers. After negotiating with several parties, the Debtor entered into a "Letter of Intent" with 4828 PIB (the "LOI"). A true and correct copy of the LOI is attached as Exhibit 1 and made a part hereof for all purposes. All initially capitalized terms used herein shall have the same meaning assigned in the LOI. The LOI contemplates prompt Court approval of the LOI and the Purchaser Protection Provisions.

13. 4828 PIB, LLC is a single member Texas limited liability company wholly owned by Gerald Sullivan. Gerald Sullivan owns a 5% limited partnership interest in the Debtor, is a manager of GCIP, LLC, the Debtor's parent, and owns Sullivan Enterprises – Texas, Inc. Sullivan Enterprises – Texas, Inc. is the general partner of Sultex. Gerald Sullivan is also the father of Todd Sullivan, the Debtor's CEO. Todd Sullivan owns a 2% limited partnership interest in the Debtor and is a manager of GCIP.

14. The Debtor and 4828 PIB are currently negotiating the terms of a more definitive asset purchase agreement (the "Asset Purchase Agreement"). The final form of the Asset Purchase Agreement will be filed prior to the hearing on this motion. The LOI and Asset Purchase Agreement are subject to higher and better offers. Under the LOI and Asset Purchase Agreement, the Debtor has agreed to seek approval of a sale procedure and form of notice and certain bid protections as more fully set forth below.

15. As provided in the LOI, the Debtor will file a motion to sell all assets of the Debtor under § 363(f) of the Bankruptcy Code pursuant to the terms set forth in the LOI and Asset Purchase Agreement (the "Sale Motion").

Approval of LOI, The Sale Procedure and Form of Notice

16. Pursuant to the terms of the LOI, the Debtor hereby seeks approval of the LOI and the Purchaser Protection Provisions. Approval of the LOI will facilitate the sale process and will make 4828 PIB the "stalking horse" with certain Purchaser Protection Provisions in the event it is overbid.

17. The Debtor seeks approval of the following sale procedure and form of notice:

Notice of Sale Hearing. Within five (5) business days following the entry of an order approving this motion, the Debtor will serve by first class mail a notice containing the date of the final sale hearing to: (i) all potential purchasers that

have expressed an interest to the Debtor in purchasing the Assets (the “Potential Purchasers”); (ii) the Office of the United States Trustee; (iii) counsel for 4828 PIB; (iv) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon any of the Purchased Assets (as defined in the Asset Purchase Agreement); (v) all applicable United States, state and local regulatory or taxing authorities, recording offices or any governmental entity which have a reasonably known interest in the relief requested in the Sale Motion; and (vi) all parties on the most current master service list filed in this case.

Qualified Bidders. Only Qualified Bidders may participate in the bidding process. To become a Qualified Bidder, a potential bidder must on or before 5:00 p.m. Central Time on _____, 2010 (i) execute and deliver to the Debtor’s counsel a confidentiality agreement prepared by the Debtor, (ii) deposit with the Debtor the sum of \$130,742.50 (each, the “Alternative Buyer’s Deposit”) which deposit shall be nonrefundable unless such Qualified Bidder is not the highest and best offer as determined by the Court; (iii) submit to the Debtor an unqualified and binding cash bid in excess of the aggregate present value of the transaction set forth in paragraph 12(h) of the LOI along with an executed written agreement substantially in the form of the Asset Purchase Agreement (“Qualified Bids”); and (iv) provide financial and other information to the Debtor that allows the Debtor to make a reasonable determination as to such bidder’s ability to consummate a sale as contemplated herein. 4828 PIB is and shall be deemed to be a Qualified Bidder and a party in interest for all purposes, and does not need to take any further action to become a Qualified Bidder. If no other Qualified Bidders are identified, the LOI and Asset Purchase Agreement between the Debtor and 4828 PIB shall be deemed the Highest and Best Bid (as defined below). No letter of intent or other written proposal submitted to the Debtor prior to the filing of this motion by any party other than 4828 PIB shall constitute or be considered a Qualified Bid for purposes of these sale procedures. The Debtor shall be responsible for conducting the bid and sale process.

Notice of Qualified Bidders. On or before 5:00 p.m. Central Time on _____, 2010, the Debtor shall file a notice with the Court identifying all Qualified Bidders and attaching copies of all bids that were timely received. All bids by the Debtor shall be shared with counsel for 4828 PIB. The Debtor shall serve a copy of the notice and the corresponding bids on all Qualified Bidders by (a) facsimile or electronic mail or (b) overnight delivery.

Auction. If one or more timely Qualified Bids are received, an auction for the Purchased Assets will be conducted on _____, 2010, commencing at 10:00 a.m. Central Time at the offices of Selman Munson & Lerner, PC, 800 Gesner, Suite 820, Houston, Texas 77024. Only Qualified Bidders may participate in the auction. All Qualified Bidders, or their authorized representatives, must be physically present at the auction. At the commencement of the auction, the Debtor shall announce the bidding order, which shall be based on: (i) the amount of the Qualified Bidder’s bid (from low to high); and (ii) if

Qualified Bids are identical, the time the Qualified Bids were delivered to the Debtor (the first such received identical bid going first in the auction); *provided, however,* that 4828 PIB shall bid last in any bidding round in which it participates. Minimum overbid increments at the auction shall be in the amount of not less than \$100,000.00.

Selection of the Highest and Best Bid. At the conclusion of the auction, the Debtor will announce the highest and best Qualified Bid (the “Highest and Best Bid”) and the next highest and best Qualified Bid (the “Back-Up Bid”). The Debtor will seek approval of the Highest and Best Bid at the final sale hearing. If for any reason, the Qualified Bidder submitting the Highest and Best Bid fails to timely consummate the purchase of the Purchased Assets, the Debtor may seek to consummate a sale based on the Back-Up Bid without further approval by the Court. The Back-Up Bid and the obligation of the party submitting such bid to consummate the purchase of the Purchased Assets shall remain open and in full force until the close of a sale of the Purchased Assets to the party making the Highest and Best Bid or the party making the Back-Up Bid.

Return of Deposits. Within two business days after the conclusion of the auction described above, the Debtor shall return by check the full amount of the Alternative Buyer’s Deposit (or Purchaser’s Deposit, as defined in the LOI) submitted by each party that is not selected as submitting the Highest and Best Bid or the Back-Up Bid. If the sale of the Purchased Assets is consummated with the party submitting the Highest and Best Bid, the Alternative Buyer’s Deposit (or Purchaser’s Deposit, if applicable) of the party that is declared the Back-Up Bid shall be returned by check transfer within two business days after the closing of the sale to the party submitting the Highest and Best Bid.

18. The foregoing sale procedure provides an appropriate framework to ensure that the Debtor’s goal of obtaining the maximum value for the Purchased Assets is realized. The proposed process is transparent and represents a fair balance of the competing issues present in this case.

Requested Break-Up Fee

19. In connection with the LOI and Asset Purchase Agreement, the Debtor seeks approval of certain Purchaser Protection Provisions, including, without limitation, (i) a \$50,000 break-up fee (the “Break-Up Fee”) or Termination Fee (the “Termination Fee”, and (ii) reimbursement of reasonable expenses up to \$50,000.00 (the “Reimbursable Expenses”).

The Break Up Fee, Termination Fee and Reimbursable Expenses shall be due in accordance with the terms of the LOI.

20. The Debtor believes that the Purchaser Protection Provisions are appropriate under the circumstances as a cost of ensuring that the Debtor's bankruptcy estate maximizes value for the Purchased Assets, while also providing the Debtor with the opportunity to continue its marketing efforts. The Debtor believes that the amount of the Break-Up Fee and/or Termination Fee, and Reimbursable Expenses is reasonable for a transaction of the type and size contemplated, including consideration of the difficult asset class, i.e. a Biodiesel facility operating on leased property where the lease is in substantial default. As set forth in the LOI, the maximum fees due to 4828 PIB total \$100,000.00, which is approximately 4% of the aggregate present value of the Transaction as described in the LOI, taking into account the waiver of claims by the Sullivan entities.

21. The determination of whether a break-up fee should be allowed is based on whether the fees and expenses are necessary to preserve the value of the estate. *In re O'Brien Environmental Energy, Inc.*, 181 F.3d 527, 534 (3d Cir. 1999). Courts have evaluated break-up fee arrangements under the business judgment rule standard. *Cottle v. Storer Communications, Inc.*, 849 F.2d 570 (11th Cir. 1988); *CRTF Corp. v. Federated Dep't Stores*, 683 F.Supp. 422 (S.D.N.Y. 1988); *In re Integrated Res., Inc.*, 147 B.R. 650, 657 (S.D.N.Y. 1992), *appeal dismissed by* 3 F.3d 49 (2d Cir. 1993); *see also In re Twenver, Inc.*, 149 B.R. 954 (Bankr. D. Colo. 1992). The considerations that underlie a debtor's business judgment to pay a break-up fee are relevant to the Court's determination of the request. *Id.*

22. It is well-established that "[a] bankruptcy court should uphold a break-up fee

which was not tainted by self-dealing and was the product of arm's-length negotiations." *In re Integrated Res., Inc.*, 147 B.R. at 658. In the instant case, the proposed break-up fee and bid protections have been the product of good faith, arm's-length negotiations between the Debtor and OEH. The proposed fee is within the spectrum of break-up fees approved by bankruptcy courts in chapter 11 cases throughout the country. *See e.g., In re VarTec Telecom, Inc.*, Case No. 04-81694 (SAF) (Bankr. N.D. Tex., November 23, 2004 and April 15, 2005) (court approved a break-up fee of approximately 3% with respect to two sales of assets); *In re Enron Corp.*, Case No. 01-16034 (AJG) (Bankr. S.D.N.Y., April 8, 2004) (court approved break-up fee equal to 5% of the purchase price); *In re TransCom USA Management Co., L.P.*, Case No. 01-35158 (KKB) (Bankr. S.D. Tex., February 12, 2002) (court approved a break-up fee of more than 3.6% of the purchase price for the assets); *In re Ameriserve*, Case No. 00-0358 (PJW) (Bankr. D. Del., September 27, 2000) (court approved a break-up fee of 3.64% or \$4,000,000 in connection with \$110,000,000 sale); *In re Montgomery Ward Holding Corp., et al.*, Case No. 97-1409 (PJW) (Bankr. D. Del., June 15, 1998) (court approved break up fee of 2.7%, or \$3,000,000, in connection with \$110,000,000 sale of real estate assets); *see also Integrated Res.*, 147 B.R. at 648; *In re Crowthers McCall Pattern, Inc.*, 113 B.R. 877, 879 (Bankr. S.D.N.Y. 1990); *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989); *In re Twenever*, 149 B.R. at 957 (holding a topping fee of 1% to 2% is generally found to be reasonable in a majority of cases approving such fees).

Accordingly, the Debtor requests that the Court (i) approve the motion as set forth above; and (ii) grant the Debtor other just relief.

Respectfully submitted this 13th day of May, 2010

SELMAN MUNSON & LERNER, P.C.

By: /s/ Christopher D. Johnson

Christopher D. Johnson
TBA No. 24012913
Two Memorial City Plaza
820 Gessner, Suite 800
Houston, Texas 77024
Telephone: (713) 827-1722
Facsimile: (713) 827-1438

PROPOSED ATTORNEYS FOR DEBTOR AND
DEBTOR-IN-POSSESSION

CERTIFICATE OF SERVICE

This will certify that a true and correct copy of the foregoing pleading has been served upon the parties listed on the attached Master Service List by ECF, or by first class mail, postage prepaid, on this 13th day of May, 2010.

/s/ Christopher D. Johnson
Christopher D. Johnson

SERVICE LIST

United States Trustee

Ellen Maresh Hickman
Office of the United States Trustee
515 Rusk St., Ste. 3516
Houston, TX 77002
Email: Ellen.hickman@usdoj.gov

A & H Electric
PO Box 3097
3401 Beall Lane
Galveston, TX 77554-0097

Parties Requesting Service

Trent L. Rosenthal
Beirne Maynard & Parsons, LLP
Counsel for Sullivan Group
1300 Post Oak Blvd., Ste. 2500
Houston, TX 77056
Email: trosenthal@bmpllp.com

A. Craig Eiland
Law Office of A. Craig Eiland, PC
2211 The Strand, Ste. 201
Galveston, TX 77550

Scott A. Mixon
Co-Counsel for Sullivan Group
2423 Market Street, Ste. 100
Galveston, TX 77550
Email: smixon@mmo-law.com

Addicks Fire & Safety, Inc.
1800 Sherwood Forest, Ste. B-1
Houston, TX 77043

Allison D. Byman
Email: Allison.Byman@tklaw.com
Randy W. Williams
Email: Randy.Williams@tklaw.com
Thompson & Knight LLP
Counsel for Altira Group LLC
333 Clay St., Suite 3300
Houston, TX 77002-4499

AgResearch, Inc.
16230 Woodlake Drive
College Station, TX 77845

Creditors

1st Safety Sales & Rentals, LL
629 Howard Ave., Bldg. A
Deer Park, TX 77536

AIMM Technologies Inc.
PO Box 369
Lamarque, TX 77568

5 Star Welding & Industrial Sup
PO Box 1314
Santa Fe, TX 77510

Air Liquide America Specialty LLC
11426 W. Fairmont Pky (11300)
La Port, TX 77571-6000

Air Liquide Industrial U.S. LP
801 West N. Carrier Parkway
Grand Prairie, TX 75050

Airgas
PO Box 676031
Dallas, TX 75261

Alliance Payroll Services, Inc.
12707 North Freeway
Suite 320
Houston, TX 77060

Allied Waste Service #855
Houston Services Group
PO Box 78756
Phoenix, AZ 85062

Altira Group LLC
World Trade Center
1625 Broadway, Ste. 2450
Denver, CO 80202

Amegy Bank
Commercial Loan Servicing Dept
TH-A007-5771
PO Box 3029
Houston, TX 77253

American Arbitration Association
13455 Noel Road
Suite 1750
Dallas, TX 75240

American Commodities Brokerage
145 East 48th St., Ste. 31C
New York, NY 10017

Amspec Services, LLC
PO Box 1748
360 East Elizabeth Ave.
Linden, NJ 07036

Ann Best Elite Temporaries
39018 Treasury Center
Chicago, IL 60694-9000

Applied Industrial Technologie
839 Highway 136 N
Texas City, TX 77590-6640

Aramark Uniform Services
PO Box 1339
Stafford, TX 77497

Ardent Services, LLC
East Gulf Coast
615 Hill Street
Jefferson, LA 70121

Aspen Technology, Inc.
200 Wheeler Road
Burlington, Massachusetts 01803-5501

Baker Corp
101 Old Underwood Rd., Bldg B
La Porte, TX 77571

Bay Area Industrial Supply
6202 Main St.
Hitchcock, TX 77563

Beck, Redden & Secrest, LLP
1221 McKinney St.
Suite 4500
Houston, TX 77010

BETCO Scaffolds
1617 Enid St.
Houston, TX 77009

Bill Spence
14 Ash Branch Ct.
The Woodlands, TX 77381

Biodiesel Experts International
PO Box 429
Pearland, TX 77588

Bioselect Fuels, LLC
c/o John D. White, General Counsel
1100 Louisiana, Ste. 5005
Houston, TX 77002

Bloomberg LLC
731 Lexington Ave.
New York, NY 10022

C. C. Wang
5318 Avondale Dr.
Sugar Land, TX 77479

Carlton Industries
PO Box 280
LaGrange, TX 78945

Chad Symcox
735 Wilken St.
Houston, TX 77008

Cheetah Transportation
PO Box 1327
Alvin, TX 77512

Chemtran USA, Inc.
PO Box 62456
Houston, TX 77205-2456

ChemTreat, Inc.
4461 Cox Rd., Ste. 300
Glen Allen, VA 23060

Chemtrec
Accounts Receivable
PO Box 791383
Baltimore, MD 21279-1383

Cisco Boiler Service Company
PO Box 266161
Houston, TX 77207-6161

City of Galveston Water Dept.
PO Box 779
Galveston, TX 77553

Clean Coast Technologies, Inc.
1041 Thomas Ave.
Pasadena, TX 77506

Clean Fuels Clearinghouse
5190 Neil Rd., Ste. 430
Reno, NV 89502

Cognis Corporation
PO Box 802568
Chicago, IL 60680

Complete Crane Services, Inc.
PO Box 41313
Houston, TX 77241-1313

Consolidated Electrical Distributors Inc
PO Box 5410
Covington, LA 70434

Convergint Technologies
35257 Eagle Way
Chicago, IL 60678

Crossroad Carriers, LP
PO Box 849
Mont Belvieu, TX 77580

Custom Chemicals
PO Box 441
Santa Fe, TX 77510

Cypress-Fiarbanks Tax Assessor Collector
c/o Anita Henry
10949 Jones Rd., Rm 106
Houston, TX 77065

D & G Communications, Inc.
2333 Palmer Hwy
Texas City, TX 77590

David Norgan
PO Box 771
Texas City, TX 77592

David Stanley
957 County Rd. #286
Edna, TX 77957

Degussa
379 Interpace Parkway
PO Box 677
Parsippany, NJ 07054

Direct Energy
1001 Liberty Avenue
Pittsburgh, PA 15222

Donald Wells Consulting Co.
2347 Bright Meadows
Missouri City, TX 77489

Dynasty Filtration
123 South 16th St.
La Porte, TX 77571

Ed Swinderman
25510 Lyon Springs Court
Spring, TX 77373

Garner Environmental
1717 W. 13th Street
Deer Park, TX 77536

Elliot Electric Supply
PO Box 630610
Nacogdoches, TX 75936

General Lab Supply
PO Box 7120
Pasadena, TX 77508

Energy Labs
PO Box 30975
Billings, MT 59107-0975

Gerald Sullivan
PO Box 131486
Houston, TX 77219

Ernst & Young
Bank of America
PO Box 848107
Dallas, TX 75284

Gordon Communications
4714 Louetta Rd., #709
Spring, TX 77388

Evia Partners
PO Box 17017
Galveston, TX 77552

Grainger
PO Box 419267
Kansas City, MO 64141-6267

Express Personnel Services
1020 23rd (Tremont) St.
Galveston, TX 77550

Graphic Products, Inc.
PO Box 4070
Beaverton, OR 97076

Fastenal
115 Hwy 146 So.
Texas City, TX 77590

Graybar
6161 Bingle Road
Houston, TX 77092

Fed Ex Freight
PO Box 406708
Atlanta, GA 30384

Great Western Supply Co.
Corporate Office, Dept. 377
PO Box 4346
Houston, TX 77210

Fisher Scientific
PO Box 404705
Atlanta, GA 30384

Great Western Valve LLC
14247 Bandera St.
Houston, TX 77015

Galveston County Tax Office
PO Box 1169
Galveston, TX 77553-1169

Greenergy USA, Inc.
111 Bridgeport Plaza, Ste. 310
Rome, GA 30161

Gardere Wynne Sewell LP
1000 Louisiana, Ste. 3400
Houston, TX 77002

Guardian
PO Box 95101
Chicago, IL 60694-5101

Harris County Tax Assessor
PO Box 4622
Houston, TX 77210-4622

John Sullivan
PO Box 131486
Houston, TX 77219

HLC Enterprises
PO Box 1985
Texas City, TX 77592

Johnson DeLuca Kennedy & Kurisky
4 Houston Center
1221 Lamar Street, Suite 1000
Houston, TX 77010

Integrated Transportation Service
PO Box 1987
Channelview, TX 77530

Joyce, McFarland & McFarland
One Shell Plaza
910 Louisiana, Ste. 5000
Houston, TX 77002

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114

Kirby Inland Marine, LP
PO Box 200788
Houston, TX 77216

Intertek
Caleb Brett USA Inc.
PO Box 32849
Hartford, CT 06150

Kolmar Americas, Inc.
10 Middle Street
Penthouse
Bridgeport, CT 06604

Island Health Center, P.A.
4623 Ft. Crockett Blvd.
Galveston, TX 77551-5962

Labcal Services Inc.
PO Box 1426
Kemah, TX 77565

Jackson Walker, LLP
PO Box 130989
Dallas, TX 75313

Lansing Trade Group, LLC
PO Box 27267
Overland Park, KS 66210

Jenny Ligums
1414 A Harold Street
Houston, TX 77006

Liberty Environmental Services
PO Box 25
Girard, OH 44420

JM Science
PO Box 250
Grand Island, NY 14072

Liquid Ring Service & Repair
PO Box 310835
Birmingham, Alabama 35231

John A. Mafrige
3505 Gramercy
Houston, TX 77025

McGraw Equipment
6819 Highway 90, Ste. 630
Katy, TX 77494

John L. Wortham & Son, LP
PO Box 1388
Houston, TX 77251

McGriff, Seibels & Williams, Inc.
10375 Richmond Ave.
Suite 1700
Houston, TX 77042

Mithoff Law Firm
c/o Richard W. Mithoff
One Allen Center
Penthouse, Ste. 3450
500 Dallas Street
Houston, TX 77002

Mitsubishi Int'l Tank Rentals
655 Third Ave.
New York, NY 10017

Mobile Mini
7420 S. Kyrene Rd.
Suite #101
Tempe, AZ 85283

Mobile Modular Corporation
PO Box 45043
San Francisco, CA 94145

MSC Industrial Supply Company
Dept. CH0075
Palentine, IL 60055

Mueller Water Conditioning, Inc.
PO Box 975118
Dallas, TX 75397

National Biodiesel Board
PO Box 104898
Jefferson City, MO 65110

NMC Global Corporation
650 Grove Road, Ste. 111
PO Box 309
Thorofare, NJ 08086

Noble Americas Corporation
333 Ludlow St., Ste. 1230
Stamford, CT 06902

Office of the Attorney General
TX Child Support SDU
PO Box 659791
San Antonio, TX 78265-9791

Parijat Controlware, Inc.
11522 North Lou-A1
Houston, TX 77024

Phoenix Pollution Control
720 S. Lynchburg Road
Baytown, TX 77520

Primary Chemicals, LLC
14906 FM 529, Ste. 202
Houston, TX 77095

Progressive Pumps Corp.
PO Box 73108
Houston, TX 77273-3108

Property Management Partners
11 Evia Main, Apt. 203
Galveston, TX 77554

REIS Environmental
PO Box 8498
St. Louis, MO 63132

Restek
110 Benner Circle
Bellefonte, PA 16823

Rexel
150 East Ross Ave.
El Centro, CA 92243

Rod Hayslett
55 Waugh Dr., Ste. 800
Houston, TX 77007

RRS/SCHIRMER
6455 South Shore Blvd., Ste. 400
League City, TX 77573

Saia Motor Freight Line, Inc.
PO Box A, Station 1
Houma, LA 70363

Savitr Capital, LLC
One Market Plaza
Stuart Tower, Ste. 1400
San Francisco, CA 94105

Sea Lion Technology, Inc.
PO Box 1807
Texas City, TX 77592

Secretary of State
PO Box 13697
Austin, TX 78711-3697

South Texas Boilers
14715 East Freeway
Houston, TX 77015

Southern Heat Exchangers
12210 A US 90 East
Houston, TX 77049

Sparkletts Water
PO Box 660579
Dallas, TX 75266

Sparkling Clear Industries
422 W. Plantation
Clute, TX 77531

SRI Instruments
20720 Ear Street
Torrance, CA 90503-2162

Standard Renewable Energy Group, LLC
c/o John D. White, General Counsel
1100 Louisiana, Ste. 5005
Houston, TX 77002

Stargel Office Solutions
4700 Blalock Rd.
Houston, TX 77041

Steven L. Roberts
Sutherland Asbill & Brennan LLP
Two Houston Center
909 Fannin, Ste. 2200
Houston, TX 77010

Sullivan Land Services, LP
PO Box 131486
Houston, TX 77219

SulTex, Ltd.
PO Box 3387
Galveston, TX 77550

Sunbelt Rentals
10620 Needham St.
Houston, TX 77013

Swagelok
105 Circle Way
Lake Jackson, TX 77566

Syspro Impact Software, Inc.
959 South Coast Drive, Ste. 100
Costa Mesa, CA 92626

T. B. Jones Co.
1025 Ashland Blvd.
Channelview, TX 77530

Texas Comm. on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
PO Box 13088
Austin, TX 78711

Texas Gas Service
Attn: Legal Department
1301 South Mopac, Ste. 400
Austin, TX 78746

Texas International Terminals
PO Box 17017
Galveston, TX 77552

Texas Workers' Compensation Commission
Southfield Building, MS-4C
4000 South IH-35
Austin, TX 78704-7491

Tim Pearson
1941 Waterford Way
Seabrook, TX 77586

Todd Sullivan
PO Box 131486
Houston, TX 77219

Toshiba America Business Solution
PO Box 740441
Atlanta, GA 30374-0441

Trinity Green Services, LLC
1165 S. Stemmons Freeway
Suite 100
Lewisville, TX 75067

Triplex, Inc.
PO Box 4591
Houston, TX 77210

Turner Industries Group, LLC
Construction & Maintenance Division
8687 United Plaza Blvd.
Baton Rouge, LA 70809

U.S. Department of Labor
Houston South Area Office
17625 El Camino Real, Ste. 400
Houston, TX 77058

ULINE
2200 S. Lakeside Drive
Waukegan, IL 60085

United Healthcare
Dept. CH 10151
600550151C0009
Paleatine, IL 60055-0151

Univar USA Inc.
777 Brisbane
Houston, TX 77061

Vertical UK LLP
Amicorp House, 81
Fenchurc Street
GB-London
EC3M 4BT

VWR
PO Box 640169
Pittsburgh, PA 15264

Wayne Wicks & Associates
110 N. Broadway St., Ste. C
La Port, TX 77571

Weaver & Tidwell LLP
24 Greenway Plaza, Ste. 1800
Houston, TX 77046

William Sullivan
PO Box 131486
Houston, TX 77219

Joseph Ziemianski
Cozen O'Connor
One Houston Center
1221 McKinney, Ste. 2900
Houston, TX 77010

Bryan Verzey
Cozen O'Connor
One Houston Center
1221 McKinney, Ste. 2900
Houston, TX 77010

Wade Williams
Lewis and Williams
2200 Market Street, Ste. 750
Galveston, TX 77550

Anthony M. Guerino, II
Gardere Wynne Sewell LLP
1000 Louisiana, Ste. 3400
Houston, TX 77002

Daniel B. Nelson
Law Offices of Daniel B. Nelson
Arena Tower I
7322 S. W. Freeway, Ste. 2020
Houston, TX 77074

Steven L. Roberts
Sutherland Asbill & Brennan LLP
Two Houston Center
909 Fannin, Suite 2200
Houston, TX 77010

Brad W. Gaswirth
Canterbury, Elder, Gooch, Surratt,
Shapiro & Stein, P.C.
5005 LBJ Freeway, Suite 1000
Dallas, TX 75244-6199

Russell S. Post
Beck, Redden & Secrest, LLP
One Houston Center
1221 McKinney, Ste. 4500
Houston, TX 77010

W. Jason Walker
Andrews Myers Coulter & Hayes, P.C.
3900 Essex Lane, Ste. 800
Houston, TX 77027